

IN THE MATTER between **N.T.H.C.**, Applicant, and **T.S.**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5
(the "Act");

AND IN THE MATTER of a hearing before **Hal Logsdon**, Rental Officer, regarding a rental
premises located within the **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

T.S.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 13, 2022

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: M.B., representing the Applicant

Date of Decision: December 13, 2022

REASONS FOR DECISION

The Respondent was personally served with a filed application and Notice of Attendance on November 10, 2022. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The parties entered into numerous consecutive term tenancy agreements commencing in October 2012. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears and terminating the tenancy agreement. The Applicant provided lease balance statements in evidence which indicated a balance of rent owing as at December 1, 2022 in the amount of \$5310. The Applicant testified that one payment of \$400 had been made on December 9, 2022 bringing the balance owing to \$4910.

The Applicant stated they would agree to continue the tenancy if the Respondent paid the rent arrears on or before April 30, 2023 and paid the monthly rent on time. The Applicant suggested the Respondent be ordered to pay the arrears in four monthly payments along with the assessed rent.

I find the lease balance statement in order and find rent arrears of \$4910. An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$4910 and to pay future rent on time. The rent arrears shall be paid in four payments of \$1227.50 due no later than the last business day of January, February, March, and April 2023.

Should the Respondent fail to make any of the arrears payments ordered or fail to pay the monthly rent on time, the Applicant may file an application seeking the lump sum payment of any remaining balance, termination of the tenancy agreement, and an eviction order.

Hal Logsdon
Rental Officer